



Revision number:

Purchasing Agent: DEBBIE GUNDERSEN

Item: DATA COMMUNICATIONS SERVICES (INCLUDING FRAME RELAY SERVICE, ATM SERVICE, BROADBAND SERVICE, DSL AND DIAL UP SERVICE)

Vendor: 94858A Qwest Corporation
250 Bell Plaza, Suite 1012
Salt Lake City, Utah 84111-2002

Internet Homepage:

Telephone: (801) 575-1025

Fax number: (801) 521-4345

Contact: Ken Romero

Email address: Krromer@qwest.com

Brand/trade name: Qwest Network

Price: SEE ATTACHED PRICE LIST

Terms: Net 30

Effective dates: 11/12/02 through 11/12/04

Days required for delivery: Varies with Product

Price guarantee period: 90 days

Minimum order: None

Min shipment without charges:

Other conditions: FOUR (1) YEAR RENEWAL OPTIONS.

NOTE: THIS IS A NEW CONTRACT. IT REPLACES PARTS OF AR943. ALSO REFER TO AR1579, AR1580, & AR1581.

THIS CONTRACT COVERS ONLY THOSE ITEMS LISTED IN THE PRICE SCHEDULE. IT IS THE RESPONSIBILITY OF THE AGENCY TO ENSURE THAT OTHER ITEMS PURCHASED ARE INVOICED SEPARATELY. ALL STATE AGENCY CAPITAL OUTLAY PURCHASES OVER \$10,000.00 MUST HAVE PRIOR WRITTEN APPROVAL FROM THE DIVISION OF FINANCE. STATE AGENCIES WILL PLACE ORDERS DIRECTLY WITH THE VENDOR AND MAKE PAYMENT FOR THE SAME ON DF-50 (WARRANT REQUEST). AGENCIES WILL RETURN TO THE VENDOR ANY INVOICE WHICH REFLECTS INCORRECT PRICING.

Remitt to:	Frame-Relay, LSS, ATM Qwest Interprise P.O. Box 3400 Omaha, NE 68103-0400	DSL, ISDN, Leased Line, Sharp, SHNS Payments Under \$100.00 Qwest Communications P.O. Box 29060 Phoenix, AZ 85038-9976
	Qwest Summary Bills Qwest Communications P.O. Box 17 Denver, CO 80217-3754	DSL, ISDN, Leased Line, Sharp, SHNS Payments Over \$100.00 Qwest Communications P.O. Box 29013 Phoenix, AZ 85038-9013



Qwest Communications
Business Services
P.O. Box 856169
Louisville, KY 40285-6169

Qwest Interprise
P.O. Box 3400
Omaha, NE 68103-0400

This Statewide Contract is an "AR" (Authorization Required) contract. Authorization is required before purchase can be made. The Authorization requirements and procedure is detailed in the attachment to the contract. Orders may be placed only after Authorization is received. This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.

AUTHORIZATION DAS/ITS (INFORMATION TECHNOLOGY SERVICES) ADMINISTERS STATE AGENCY PURCHASES FROM THIS CONTRACT. STATE AGENCIES (EXECUTIVE BRANCH) MUST COORDINATE THEIR PURCHASE THROUGH DAS/ITS AND MAY NOT PURCHASE DIRECTLY FROM THE CONTRACTOR.

PLEASE CONTACT BRENDA HULPHERS WITH DAS/ITS AT 538-3642 FOR ASSISTANCE. DAS/ITS WILL CHARGE STATE AGENCIES BASED ON DAS/ITS' UNIVERSAL SURCHARGE RATE PLAN. POLITICAL SUBDIVISIONS (SUCH AS HIGHER EDUCATION, PUBLIC EDUCATION, CITIES AND COUNTIES) MAY PURCHASE DIRECTLY FROM THE CONTRACTOR WITHOUT STATE INVOLVEMENT.

Original -
Purchasing

11/5/02

NR 1578

AR 1578

MASTER TELECOMMUNICATIONS SERVICE AGREEMENT

This is an agreement between State of Utah ("Customer" or "State" or "STATE") and Qwest Corporation, ("Qwest"), for the provision of Qwest Service ("Service[s]"). Qwest agrees to provide and Customer agrees to purchase telecommunications service(s) and under the terms and conditions set forth below and in the Schedule(s), and Site Agreement(s) attached hereto and incorporated herein ("Agreement"). This Agreement may refer to Qwest and Customer, together, as the "parties". This Agreement may refer to Qwest or Customer as a "party". The State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) may purchase from this Agreement under the terms and conditions of this Agreement.

1. **SCOPE.** Under this Agreement, Qwest shall furnish and Customer shall pay for Service as defined on the appropriate Schedule. Qwest shall provide Service up to the Standard Network Interface ("SNI") at Customer's premises. The SNI is that location where Qwest's protected network facilities end and Customer's inside wire or network begins. Qwest will provide Service in accordance with Qwest's Tariff, Price List, Price Schedule, Administrative Guideline, and/or Catalog if Service is Intrastate and in accordance with Qwest's Federal Communications Commission ("F.C.C.") Access Tariff No. 1 ("Tariff") if interstate, all of which are incorporated herein by this reference and shall hereinafter be referred to as "Tariff". Other than price, in the event of a conflict between the terms and conditions of this Agreement and the Tariff, the then current Tariff will prevail. For Services not governed by Tariff, this Agreement shall prevail.

2. TERM.

2.1. This Agreement is effective on 11/12/02 and terminate on 11/12/04. This Agreement maybe renewed on an annual basis under the same terms and conditions for four, one year renewal periods. Service may be added during the term and any renewal term of this Agreement. Renewals will continue this Agreement as if it were a single contract period.

2.2. If Qwest continues to provide Service after this term without a further Agreement, the provisions for month-to-month service in the Tariff will apply.

3. ORDER.

3.1. The terms and conditions governing Services are described in Schedules to this Agreement. Each Schedule describes specific elements of a Service and any information related to that service. Each Site Agreement will provide charges, locations, term, quantities, dates and any other necessary information. The terms and conditions in this Agreement, together with incorporated Schedules, and Site Agreements, Qwest response to RFP LW2905 and RFP LW2905 shall govern this transaction.

3.2. In the event of a conflict or inconsistency between the terms of this Agreement and a Schedule, the terms of the Schedule shall prevail. In the event of a conflict or inconsistency between the terms of the Schedule and Site Agreement, the Site Agreement shall prevail.

3.3. Both parties acknowledge that Schedules and Site Agreements may be subsequently added to this Agreement when approved by both parties.

4. CHARGES AND BILLING.

4.1. Customer agrees to pay the charges for Service as specified on the Schedules and Site Agreements. These charges do not include applicable taxes, usual and customary surcharges and all government imposed fees and charges that relate to the Service or installation rendered hereunder. Customer shall pay each correct bill in full by the payment due date on each bill. Where permitted by law, late payment charges shall be assessed at a rate of 1% per month. The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest.

4.2. Qwest's State Tariffs, Catalogs, and/or Price Lists and Federal or state regulatory requirements may govern certain matters associated with Service.

5. TERMINATION.

5.1 Either party may terminate any Schedule or Site Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given the other party and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement. If Qwest terminates this Agreement for cause, or if Customer terminates any Schedule or Site Agreement WITHOUT cause, Customer shall pay discontinuance charges. If termination is prior to installation of Service, discontinuance charges shall be those reasonable costs incurred by Qwest for the specified Services through the date of termination.

5.2 Termination Charges for Service discontinued after installation are defined on the appropriate Schedule or Site Agreements.

6. **GRACE PERIOD.** Qwest shall notify Customer of the date Service is available to Customer under this Agreement. In the event Customer is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed thirty (30) business days from such date ("Grace Period"). If after this Grace Period, Customer still has not accepted Service, Qwest may, at its sole discretion, after consultation with Customer either: (i) commence with regular monthly billing for the subject Service; or (ii) terminate the subject Service and invoice Customer for any applicable cancellation charges pursuant to Section 5.1, which shall include the full non-recurring installation charges that would have otherwise applied.

7. **PERSONAL INJURY; PROPERTY DAMAGE.** Each party shall be responsible for any actual physical damages it directly causes to the other in the course of its performance under this Agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions; PROVIDED HOWEVER, THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.

8. **LIMITATION OF LIABILITY.** QWEST SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. EXCEPT AS PROVIDED UNDER "PERSONAL INJURY; PROPERTY DAMAGE" ABOVE, ANY QWEST LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT OF SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT OR SCHEDULE.

9. **NO WARRANTIES.** OTHER THEN THE SERVICE GARANTEES PROVIDED BY THE TARIFF, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **UNCONTROLLABLE CIRCUMSTANCES.** Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.

11. **DISPUTE RESOLUTION.** Prior to initiating formal dispute resolution proceedings, the parties shall attempt in good faith to promptly resolve any dispute arising out of or related to this Agreement by negotiation between executives who have authority to settle the controversy.

12. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Service is provided.

13. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is

terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

14. NON-APPROPRIATIONS.

14.1. Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: 1) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

14.2. This Agreement entered into by Customer is subject to future appropriations to Customer by the Utah Legislature. Failure of the Utah Legislature to appropriate sufficient funds to Customer to cover these obligations shall render the Agreement avoidable and, if voided by Customer will terminate any financial obligations hereunder. Notwithstanding the foregoing, Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder and will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent product or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

15. GOVERNMENTAL IMMUNITIES ACT. Both parties agree that Customer is a governmental entity and is governed by the Utah Government Immunity Act and does not relinquish any protection afforded by the act.

16. OUT-OF-SERVICE CREDIT. Tariff specifies the credit allowance due Customer, if any, for interruptions to Service which are not caused by Customer's negligence. In the event Service is provided where there is no Tariff, the provisions of the F.C.C. Access Tariff No. 5 shall apply with respect to credit allowance due Customer.

17. Customer commits to purchase Services from Qwest under this Agreement that equals or exceeds a total monthly charge of \$172,000 during the term and all optional renewal terms of this Agreement. Should Customer not meet this annual billing commitment, Qwest will make an immediate adjustment to the monthly rates which will reflect the then current five year Tariff rate for all Services under this Agreement. Monthly charges do not include non-recurring charges or installation charges, taxes and government-related charges; other Tariff surcharges.

18. GENERAL PROVISIONS.

18.1. Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.


18.2. This is a retail end contract. It may be assigned only with the consent of Qwest. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

18.3. This Agreement benefits Customer and Qwest. There are no third party beneficiaries.

18.4. This Agreement constitutes the entire understanding between Customer and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.

19. **EXECUTION.** The Parties hereby execute and authorize this Agreement as of the latest date shown below. Notices concerning this Agreement may be sent to Qwest's Customer billing address of record or to Customer's Address for Notices specified herein, if any.

Customer of Utah



Authorized Signature

DOUGLAS G. RICHINS

Name Typed or Printed

DIRECTOR OF PURCHASING

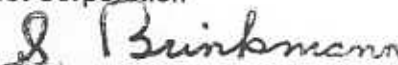
Title

11/15/2002

Date

Address for Notices

Qwest Corporation



Authorized Signature

Stephen Brinkmann

Name Typed or Printed

Director, Offer Management

Title

11/13/02

Date

Address for Notices

Customer of Utah, DAS/ITS



Authorized Signature

Robert Woolley
Deputy Director

Name Typed or Printed

Date

11/6/02

ATTACHMENT 1
To the Master Telecommunications Service Agreement

Standard Contract Terms and Conditions
State of Utah

- 1. AUTHORITY:** Provisions of this Agreement are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Agreement shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** Qwest will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to Qwest for costs authorized by this Agreement. These records will be retained by Qwest for at least four years after the Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later.
- 5. AUDIT OF RECORDS:** Qwest agrees to allow the State and Federal auditors, and State agency staff, access to all the records directly relating to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST:** Qwest certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR:** Qwest will be an independent Contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to Qwest by the State. Qwest will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of Qwest.
- 8. HOLD HARMLESS:** Qwest will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of Qwest, its employees or subcontractors, directly related to this Agreement.
- 9. EQUAL OPPORTUNITY CLAUSE:** Qwest agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, Qwest agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY:** See Section 13 of the Master Telecommunications Service Agreement ("Agreement").
- 11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

- 12. DEBARMENT:** Qwest certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If Qwest cannot certify this statement, attach a written explanation for review by the State.
- 13. CANCELLATION:** See Section 5 of the Agreement.
- 14. TAXES:** Prices will be exclusive of state sales, use and federal excise taxes. The State's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. The State's Federal excise exemption number is 87-780019K.
- 15. WARRANTY:** See Section 9 of the Agreement.
- 16. PARTICIPANTS:** This is a contract to provide the State government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the Agreement.
- 17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. Qwest agrees to supply the political subdivisions based upon the same terms, conditions and prices.
- 18. QUANTITY ESTIMATES:** The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.
- 19. DELIVERY:** Not applicable to the Agreement.
- 20. REPORTS:** Qwest will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.
- 21. PROMPT PAYMENT DISCOUNT:** Not applicable.
- 22. FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.
- 23. PRICE GUARANTEE:** Other than Qwest DSL Service, the contract pricing will be guaranteed for the Term of the Agreement.
- 24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly Qwest. Qwest will then promptly submit invoices to the ordering agency. The State Agreement number and the agency ordering number will appear on all invoices, and correspondence relating to the order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.
- 25. E-PROCUREMENT:** Not applicable.
- 26. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days Qwest may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. All payments to Qwest will be remitted by mail. Payments may be made via a State Purchasing Card.
- 27. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.
- 28. PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in proposal preparation.

29. INSPECTIONS: Not applicable.

30. PATENTS, COPYRIGHTS, ETC.: Qwest will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature associated with Qwest's use of any United States copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

31. ASSIGNMENT/SUBCONTRACT: Qwest will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, with the written approval of the State's Director of Purchasing which approval shall not be unreasonably withheld. Notwithstanding the foregoing, Qwest may assign this agreement without the prior written consent to any entity that controls, is controlled by, or is in common control with Qwest to any successor in interest to Qwest or if necessary to satisfy the rules and/or regulations of any federal governmental agency.

32. DEFAULT AND REMEDIES: See Section 5 of the Agreement.

33. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by circumstances beyond that party's reasonable control, including, but not limited to fire, riot, acts of God and/or war. The State may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

34. HAZARDOUS CHEMICAL INFORMATION: Not Applicable.

35. NON-COLLUSION: Qwest certifies that the Agreement has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: Not applicable.

38. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

Revision date: 4/12/2001

QWEST FRAME RELAY SERVICE
Intrastate

This Schedule A of the Master Telecommunications Service Agreement between State of Utah ("Customer") and Qwest Corporation, ("Qwest"), provides for Qwest Frame Relay Service ("FRS" or "Service").

1. SCOPE.

1.1. Description. FRS provides interconnection of Local Area Networks (LANs) and/or computers, with maximum transmission speeds of 44.736 Mbps. FRS enables users to allocate circuit bandwidth to applications as needed up to the maximum bandwidth purchased, rather than assigning fixed channels for specific applications. FRS requires certain Customer Provided Equipment ("CPE") not provided as part of FRS to accumulate and properly format Customer data transmission.

1.2. Customer understands and agrees that Qwest supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify Qwest of such use and to place an order for appropriate service. Qwest shall bill, and Customer shall promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable Qwest Access Tariff F.C.C. No. 1 interstate access charges or intrastate Tariff access charges.

2. INSTALLATION/LOCATION(S). Qwest's records will document the actual date of installation at the following Customer address location(s): See Site Agreement attached.

3. CHARGES. Any price increases directed or mandated by an authorized regulatory agency shall increase charges for Service under this Agreement. Monthly charges for addition(s) to Service will be those in effect at the time of the addition(s).

4. TERMINATION.

4.1. The Minimum Billing Level is 100% of the monthly rates for the rate elements being discontinued, except for the User-to-Network Information Transfer ("UNIT") or Network-to-Network Information Transfer ("NNIT") rate elements. The Minimum Billing Level for the UNIT or NNIT is 100% of the monthly rate for a UNIT or NNIT with one PVC, based on the Customer's existing Pricing Plan term and the speed of the associated UNIT or NNIT.

4.2. If, during the Minimum Service Period of 6 months, Customer disconnects all or part of Service to a level that is below the Minimum Billing Level, Customer shall pay a termination charge of 100% of the Minimum Billing Level for the months remaining in the Minimum Service Period. The termination charge in 4.4 shall also apply.

4.3. After the Minimum Service Period, the Customer shall pay 25% of the Minimum Billing Level multiplied times the remaining months in the term of the Agreement. In addition Customer shall pay the balance of all billed but unpaid recurring and all outstanding nonrecurring charges.

4.4. A termination charge will be waived when all of the following conditions are met: 1) the Customer discontinues their contracted service(s) and signs a new service agreement(s) for any other Qwest provided service(s); 2) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); 3) the Customer places the orders to discontinue the service and establish new service at the same time; and 4) a new minimum service period goes into effect when the new service agreement term begins. New service is defined as a newly

installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated products and services, and unregulated or enhanced products and services.

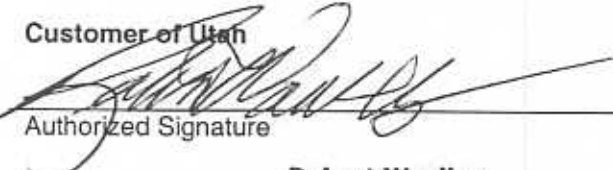
**SITE AGREEMENT
For
QWEST FRAME RELAY SERVICE
Intrastate**

This Site Agreement of Schedule A of the Master Telecommunications Service Agreement between State of Utah ("Customer") and Qwest Corporation, is made and entered into by the parties, and contains terms and conditions related to the location and pricing of Service.

1. **SERVICE ORDERED.** Customer orders and Qwest shall supply Service as more fully described in Attachment 1 attached here to and incorporated by this reference.
2. **CHARGES AND BILLING.** Charges for Service shall be those specified herein. Customer shall pay each bill in full by the payment due date stated on each bill.

Total Monthly Rate is: \$ 118,230
Total Nonrecurring Charge is: \$ 0

Customer of Utah


Authorized Signature

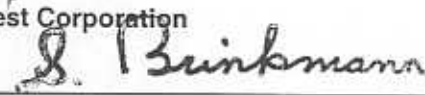
Robert Woolley
Name Typed or Printed
Deputy Director

Title

Date

11/15/02

Qwest Corporation


Authorized Signature

Stephen Brinkmann
Name Typed or Printed

Title

Date

Director, Offer Management
11/13/02

**ADDENDUM TO
QWEST FRAME RELAY SITE AGREEMENT**

Network-to-Network Information Transfer transfers information between the Qwest Frame Relay Service Network and another frame relay service network. If the other frame relay service network's switch or facility is not in a location serviced by a Qwest serving wire center where a FRS switch is located, Private Line Transport charges apply. Additionally, Private Line Transport charges apply when Qwest backhauls from Customer's premise to the frame relay cloud. Such mileage charge is not a part of Service and is governed by Tariff for Private Line Transport. If there are any conflicts between the Private Line Transport Tariff and the Tariff governing Service, the Private Line Transport Tariff shall govern and prevail for the mileage portion. Any additional charges (including termination charges) resulting from changes to your Service locations, shall be billed to you in accordance with this Agreement.

State of Utah - Frame Relay Service				
Intra-State Tariff with ICB Pricing				
DS0 and DS1 Circuits				
Circuit Type and Number of PVCs	User to Network Information Transfer (UNIT)	Frame Relay Access Link (FRAL)	Monthly Rate w/Utah Minimum Commitment	One-Time Charge
56K 1 PVC	\$54.52	\$17.86	\$72.38	\$375.00
56K 2 PVC	\$92.50	\$17.86	\$110.36	\$383.00
56K 3 PVC	\$104.79	\$17.86	\$122.65	\$391.00
56K 4 PVC	\$120.81	\$17.86	\$138.67	\$399.00
56K 5 PVC	\$134.52	\$17.86	\$152.38	\$407.00
56K 6 PVC	\$136.97	\$17.86	\$154.83	\$415.00
Circuit Type and Number of PVCs	UNIT	FRAL	Monthly Rate w/Utah Minimum Commitment	One-Time Charge
T1 1 PVC	\$132.23	\$117.27	\$249.50	\$465.00
T1 2 PVC	\$174.32	\$117.27	\$291.59	\$473.00
T1 3 PVC	\$216.40	\$117.27	\$333.67	\$481.00
T1 4 PVC	\$258.48	\$117.27	\$375.75	\$489.00
T1 5 PVC	\$300.57	\$117.27	\$417.84	\$497.00
T1 6 PVC	\$316.20	\$117.27	\$433.47	\$505.00
T1 7 PVC	\$331.83	\$117.27	\$449.10	\$513.00
T1 8 PVC	\$347.46	\$117.27	\$464.73	\$521.00
T1 9 PVC	\$363.09	\$117.27	\$480.36	\$529.00
T1 10 PVC	\$378.73	\$117.27	\$496.00	\$537.00
T1 11 PVC	\$394.36	\$117.27	\$511.63	\$545.00
T1 12 PVC	\$409.99	\$117.27	\$527.26	\$553.00
T1 13 PVC	\$425.62	\$117.27	\$542.89	\$561.00
T1 14 PVC	\$441.25	\$117.27	\$558.52	\$569.00
T1 15 PVC	\$445.30	\$117.27	\$562.57	\$577.00
T1 16 PVC	\$449.35	\$117.27	\$566.62	\$585.00
T1 17 PVC	\$453.40	\$117.27	\$570.67	\$593.00
T1 18 PVC	\$457.45	\$117.27	\$574.72	\$601.00
T1 19 PVC	\$461.50	\$117.27	\$578.77	\$609.00
T1 20 PVC	\$465.55	\$117.27	\$582.82	\$617.00
Nonrecurring Charges				

Installation for 56K Circuit	\$360.00		
Installation for T1 Circuit	\$450.00		
Nonrecurring Charge for PVCs			
For the first PVC installed \$15.00; USOC NRBf1			
For each additional PVC installed at the same State Location, on the same order and at the same time, \$8.00 each USOC NRBf2			
Subsequent Order Charge: A \$75.00 Subsequent Order Charge applies to add/change a PVC or CIR after the initial install			

QWEST DS1 SERVICE

This Schedule B of the Master Telecommunications Service Agreement between State of Utah ("Customer") and Qwest Corporation, ("Qwest"), provides for Qwest DS1 Service ("Service").

1. **SCOPE.** Service provides for the two-way transmission of 1.544 Mbit/s digital signals, on a point-to-point basis only. Service can be provisioned on copper, fiber, or other suitable facilities, at Qwest's discretion. Service may be used for the transmission of voice, data, and video signals, or any combination thereof. Service is provided between two customer designated premises, between a customer designated premises and a Qwest serving wire center, or between Qwest serving wire centers. When Service is requested between two Qwest serving wire centers, Central Office Multiplexers must also be ordered on each end (i.e., each service wire center) of the DS1 circuit, and a Private Line Transport service must be ordered from each Central Office Multiplexer to the customer premises.

2. **CHANGES TO SERVICE.** Customer may move the physical location of all or part of Service to another location within the same Qwest intrastate intraLATA serving area provided the terms and conditions of the Tariff are met, or, where there is no Tariff, the applicable conditions from Section 3 of this Schedule B.

3. **TERMINATION.**

3.1. If termination is after installation but during the Minimum Service Period of 12 months, termination charges shall be calculated by taking the total monthly recurring charges at the time of termination, multiplied by the number of months (or fraction thereof) remaining in the Minimum Service Period, multiplied by one hundred percent (100%) of the monthly rate for Service terminated (or fraction thereof), plus any due but unpaid recurring, and all unpaid nonrecurring charges. The termination charges stated in 3.2 shall also apply for that portion of service being terminated beyond the 12 month Minimum Service Period.

3.2. If termination of Service is after the 12 month Minimum Service Period, termination charges shall be calculated by taking the total monthly recurring charges at the time of termination, multiplied by the number of months (or fraction thereof) remaining in term, multiplied by forty percent (40%) of the monthly rate for Service terminated (or fraction thereof), plus any due but unpaid recurring, and all unpaid nonrecurring charges.

3.3. A termination charge will be waived when all of the following conditions are met: 1) the customer discontinues their contracted service(s) and signs a new service agreement(s) for any other Company provided service(s), 2) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges), 3) the Customer places the orders to discontinue the service and establish new service at the same time, and 4) a new minimum service period goes into effect when the new service agreement term begins. New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated products and services, nor to changes between enhanced and non-enhanced services.

3.4. New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service.

QWEST DS3 SERVICE

This Schedule C of the Master Telecommunications Service Agreement between State of Utah ("Customer") and Qwest Corporation, ("Qwest"), provides for Qwest DS3 Service ("Service").

1. **SCOPE.** Service provides for the two-way transmission of 44.736 Mbps digital signals, on a point-to-point basis only. Service can be provisioned on copper, fiber, or other suitable facilities, at the discretion of the Company. Service may be used for the transmission of voice, data, and video signals, or any combination thereof. Service is provided between customer designated premises, between a customer designated premises and a Company Hub or between Company Hubs. Service is available utilizing an Electrical Interface.

2. **CHANGES TO SERVICE.** Customer may move the physical location of all or part of Service to another location within the same Qwest intrastate intraLATA serving area provided the terms and conditions of the Tariff are met, or, where there is no Tariff, the conditions for the move in Section 3 herein apply.

3. **TERMINATION.**

3.1. If termination is after installation but during the Minimum Service Period of 12 months, termination charges shall be calculated by taking the total monthly recurring charges at the time of termination, multiplied by the number of months (or fraction thereof) remaining in the Minimum Service Period, multiplied by one hundred percent (100%) of the monthly rate for Service terminated (or fraction thereof), plus any due but unpaid recurring, and all unpaid nonrecurring charges. The termination charges stated in 3.2 shall also apply for that portion of service being terminated beyond the 12 month Minimum Service Period.

3.2. If termination of Service is after the 12 month Minimum Service Period, termination charges shall be calculated by taking the total monthly recurring charges at the time of termination, multiplied by the number of months (or fraction thereof) remaining in term, multiplied by seventy percent (70%) of the monthly rate for Service terminated (or fraction thereof), plus any due but unpaid recurring, and all unpaid nonrecurring charges.

3.3. A termination charge will be waived when all of the following conditions are met: 1) the customer discontinues their contracted service(s) and signs a new service agreement(s) for any other Company provided service(s), 2) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges), 3) the Customer places the orders to discontinue the service and establish new service at the same time, and 4) a new minimum service period goes into effect when the new service agreement term begins. New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated products and services, nor to changes between enhanced and non-enhanced services.

3.4. New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service.

**QWEST ATM CELL RELAY
FIXED PERIOD PRICING PLAN**

This Schedule D of the Master Telecommunications Service Agreement between State of Utah ("Customer") and Qwest Corporation, ("Qwest"), provides for Qwest ATM Cell Relay Service ("Service" or ATM CRS").

1. SCOPE.

1.1. QWEST ATM CRS is a network transport service which creates a faster, more efficient way to electronically move information in mass quantities over a highly reliable, secure fiber optic ATM network with Quality of Service ("QoS") guarantees. ATM CRS is designed to support many different applications, e.g., data, video, and voice, within an enterprise network, treating each application based on its bandwidth requirements.

1.2. ATM CRS uses high speed networking Asynchronous Transfer Mode ("ATM") technology that bundles information into fixed segments (called cells). Information is shared among multiple locations via dedicated physical links and Virtual Channel Connections ("VCC"s) or Virtual Path Connections ("VPC"s). Service supports a full range of speeds from 1.544Mbps to 155Mbps. Under this Agreement, Service will be provided at speeds listed in Attachment 1 attached hereto and, subject to Section 2, below, may be increased by Customer upon reasonable notice by Customer to Qwest.

1.3. Service requires the use of customer equipment that functions as a router, hub, or ATM switch. This terminal equipment must be purchased separately from the Service and must conform to industry standards. The customer equipment accumulates customer information and puts it into a cell format suitable for transmission over the Qwest ATM network.

1.4. Service provided herein may be subject to network infrastructure availability which includes, but not limited to, facilities such as transmission lines and switching equipment and may require the expenditure of Qwest capital funds ("Funding") to provide Service to Customer. Notwithstanding the above, Qwest shall not be compelled under this Agreement to provide Service in locations where adequate network infrastructure does not exist without Funding approval as evidenced on the signature page of this Agreement. Such approval shall be granted at the sole discretion of Qwest. In the event this Agreement is executed and the required Funding is not approved, Qwest agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

2. CHANGES TO SERVICE. Customer may increase the speed at which Service is provided to another speed at which Qwest provides the Service and/or change the physical location of all or part of Service to another location within the same Qwest intrastate intraLATA serving area, provided Service is available at the speed(s) and location(s) requested, and will be provided under the terms and conditions of the Tariff, or, where there is no Tariff, under the terms and conditions in Section 3 below. Any change to the Service provided under this Section 2 will be subject to Qwest's rates in the proposal for the new Service and the Total Monthly Recurring Charge and/or Total Nonrecurring Charge shall be adjusted in accordance with such rates.

3. TERMINATION.

3.1. The Minimum Billing Level for ATM CRS is 100% of the monthly rates for the Service elements being discontinued under the Customer's Agreement except the Cell Transfer Service elements. The Cell Transfer Service elements consist of the port speed and the bandwidth increments. The Minimum Billing Level for the Cell Transfer Service elements is 100% of the Cell Transfer Fixed monthly rate (port speed) and the monthly rate for a Peak Cell Rate ("PCP"), Sustained Cell Rate ("SCR"), or Unspecified Bit Rate ("UBR"). Incremental Cell Transfer of 64kbps of bandwidth on a 1.544Mbps port, 5Mbps of bandwidth on a 45Mbps port, or 15Mbps of bandwidth on a 155Mbps port is based on the Customer's existing Agreement and the speed of the associated port. When Customer adds to an existing agreement, the Minimum Billing Level increases accordingly.

3.2. If, during the Minimum Service Period of 12 months, Customer disconnects all or part of Service, Customer shall pay termination charges. The termination charge is 100% of the Minimum Billing Levels (as set forth in 3.1 preceding) for the months remaining in the Minimum Service Period. In addition, Customer shall pay 40% of the Minimum Billing Levels for the remaining portion of the Agreement.

3.3. If, after the Minimum Service Period, Customer disconnects all or part of Service, the Customer shall pay 40% of the Minimum Billing Levels (as set forth in 3.2., preceding) for the remaining portion of the Agreement. In addition, Customer shall pay the balance of all billed but unpaid recurring and all outstanding nonrecurring charges.

3.4. A termination charge will be waived when all of the following conditions are met: 1) the customer discontinues their contracted service(s) and signs a new service agreement(s) for any other Company provided service(s), 2) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges) 3) the Customer places the orders to discontinue the service and establish new service at the same time, and 4) a new minimum service period goes into effect when the new service agreement term begins. New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated products and services, nor to changes between enhanced and non-enhanced services.

4. SERVICE LEVEL AGREEMENT (SLA) OBJECTIVES.

4.1. **Availability Objective:** The availability objective for Service is 99.967%. The availability of Service is a measure of the Scheduled Service Time that Service is usable by Customer. Scheduled Service Time is defined as the length of time, in hours, that the Qwest ATM Network is expected to provide Service. The Scheduled Service Time for Service is 8,756 hours during an average 12-month period. This allows for two hours every six months for Network maintenance. The availability is expressed as a percentage that Service is performing in accordance with service performance objectives over an average 12-month period. This percentage may be expressed as:

$$\text{Availability (\%)} = \frac{(\text{Scheduled Service Time} - \text{Outage Time}) \times 100}{\text{Scheduled Service Time}}$$

- 4.2. Overall, service availability is dependent on four main factors:
- The proportion of time in which the accuracy objectives are met
 - The frequency of switching equipment outages
 - The frequency of transport system outages
 - Restoral times for outages

4.3. The standard SLA for Service Interruptions: One hour or more of downtime equates to one day credit, based on a 30-day month; maximum of one month free per month. See General Regulations Section 2.4.4 in Service Tariff, Catalog, or Price Schedule for parameters excluded from credit.

4.4. Service Performance Parameters: Cell Transfer Delay ("CTD") Objectives.

- a. Cell Transfer Delay is defined as the time from when the first bit of a successfully delivered cell crosses the ingress User Network Interface ("UNI") to when the last bit crosses the egress UNI.
- b. Components of CTD in a Virtual Path Connection or Virtual Channel Connection include:
 - Emission delay (e.g., at 44.736 Mbps, emission delay is approximately 10 microseconds)
 - Propagation delays (approximately 2 milliseconds ["ms"] per 100 fiber miles)
 - Processing delays at intermediate ATM nodes (e.g., switching/multiplexing delays) within the Qwest ATM Network.)
 - Queuing delays at intermediate nodes within the Qwest ATM Network.
- c. Peak Cell Rate and Sustained Cell Rate: For 99% of all cells delivered, the CTD will be <4 ms between originating and terminating UNI, plus 2 ms per 100 fiber miles between the two UNIs.
- d. Unspecified Bit Rate: Cell Transfer Delay for Unspecified Bit Rate is not specified. No numerical commitments are made by Qwest with respect to the CTD experienced by cells on the connection.

QWEST LAN SWITCHING SERVICE
Fixed Period Pricing Plan Agreement

This Schedule E of the Master Telecommunications Service Agreement between State of Utah ("Customer") and Qwest Corporation, ("Qwest"), provides for Qwest LAN Switching Service ("Service" or "LSS").

1. SCOPE.

1.1. LSS is a metropolitan-area LAN interconnection service, which utilizes Asynchronous Transfer Mode (ATM) technology to provide customers with native speed LAN interconnection. LSS provides a specific amount of bandwidth and supports both point-to-point and multipoint connectivity of Ethernet connections at 10 Mbps, Fast Ethernet Lite at 45 Mbps, and Fast Ethernet at 100 Mbps. LSS also provides token ring LAN interconnection at 16 Mbps.

1.2. LSS is a fully managed service that includes Qwest bridging equipment located on the customer site.

1.3. LSS is provided over 45 Mbps and 155 Mbps fiber optic facilities.

1.4. LSS requires the deployment of Qwest ATM Cell Relay Service (CRS). Access options available include unprotected and protected LAN links and digital private line transport service.

1.5. End-to-end connectivity is accomplished by establishing virtual circuits between customer sites within the CRS network.

1.6. Service provided herein may be subject to network infrastructure availability which includes, but not limited to, facilities such as transmission lines and switching equipment and may require the expenditure of Qwest capital funds ("Funding") to provide Service to Customer. Notwithstanding the above, Qwest shall not be compelled under this Agreement to provide Service in locations where adequate network infrastructure does not exist without Funding approval as evidenced on the signature page of this Agreement. Such approval shall be granted at the sole discretion of Qwest. In the event this Agreement is executed and the required Funding is not approved, Qwest agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

2. EQUIPMENT SPACE AND POWER. Customer will furnish to Qwest, at no charge, space for the equipment and electrical power required by Qwest to provide LSS. Customer will provide standard commercial power. The equipment space will be secured by Qwest and must always be accessible exclusively to Qwest.

3. TERMINATION.

3.1. For purposes of this Section, "Minimum Billing Level" shall be defined as 100% of the monthly rates for the rate elements being discontinued or terminated.

3.2. If Customer disconnects all or part of Service during the Minimum Service Period of 12 months, Customer shall pay a termination charge of 100% of the Minimum Billing Level for the months remaining in the Minimum Service Period. Customer shall also pay termination charges as defined in Section 3.3 for the term of the Agreement after the Minimum Service Period.

3.3. If Customer disconnects all or part of Service after the Minimum Service Period, Customer shall pay 40% of the Minimum Billing Level multiplied times the remaining months in the term of the Agreement. In addition, Customer shall pay the balance of all billed but unpaid recurring and all outstanding nonrecurring charges.

3.4. A termination charge will be waived when all of the following conditions are met: 1) the customer discontinues their contracted service(s) and signs a new service agreement(s) for any other Company provided service(s), 2) the new service agreement(s) have a total value equal to or greater than 115% of the remaining

prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges) 3) the Customer places the orders to discontinue the service and establish new service at the same time, and 4) a new minimum service period goes into effect when the new service agreement term begins. New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated products and services, nor to changes between enhanced and non-enhanced services.



NOTE: PRICING FOR ATM SERVICE, BROADBAND SERVICE, DSL & DIAL-UP SERVICE AND PRIVATE LINE SERVICE TO FOLLOW SHORTLY WITH SIGNED SITE AGREEMENT FORMS.

REPORTS: THE CONTRACTOR WILL SUBMIT YEARLY REPORTS TO STATE PURCHASING AGENT (DEBBIE GUNDERSEN) SHOWING QUANTITIES AND DOLLAR VOLUME OF PURCHASES BY EACH AGENCY AND POLITICAL SUBDIVISION. DUE EACH YEAR. FIRST REPORT DUE 11/12/03

FINET CODES:

91579000000:	TELECOMMUNICATION SERVICES (NOT OTHERWISE CLASSIFIED)
92002000000:	ACCESS SERVICES, DATA
92037000000:	NETWORKING SERVICES